

WASHINGTON METROPOLITAN AREA TRANSIT COMMISSION

WASHINGTON, D. C.

ORDER NO. 1765

IN THE MATTER OF:

Served November 1, 1977

Application of VINCENT FERGUSON GIBSON)
T/A CONTINENTAL LIMOUSINE for a)
Certificate of Public Convenience and)
Necessity to Perform Special Opera-)
tions - Dulles International Airport)
-----)
EXECUTIVE LIMOUSINE SERVICE, INC.)

Application No. 986

Docket No. 366

v.)

Formal Complaint No. 77-2

Docket No. 373

VINCENT FERGUSON GIBSON)
T/A CONTINENTAL LIMOUSINE)
-----)

Application of EXECUTIVE LIMOUSINE)
SERVICE, INC., for a Certificate of)
Public Convenience and Necessity to)
Perform Special Operations)

Application No. 994

Docket No. 371

By Application No. 986, filed March 11, 1977, as amended, Vincent Ferguson Gibson, trading as Continental Limousine (Continental), seeks a certificate of public convenience and necessity pursuant to Title II, Article XII, Section 4(b) of the Compact to transport flight crews from the Gramercy Inn, 1616 Rhode Island Avenue, N. W., Washington, D. C., and the Shoreham Americana, 2500 Calvert Street, N. W., Washington, D. C., to the Dulles International Airport, Chantilly, Va., and return incoming crews to the Gramercy Inn and the Shoreham Americana. Continental proposes to provide service in two vans at a per-capita, one-way fare of \$2.50. Executive Limousine Service, Inc. (Executive), filed a protest to this application on April 15, 1977. Pursuant to Order No. 1677, served April 26, 1977, and incorporated herein by reference, a public hearing was held on May 25, 1977.

On April 27, 1977, Executive pursuant to Title II, Article XII, Section 13(a) of the Compact, filed Formal Complaint No. 77-2 against Continental. Executive alleged that Continental has been engaged in operations in contravention of the provisions of Title II, Article XII, Section 4(a) of the Compact. Specifically, Executive asserted the following violations of the Compact:

1. Transportation for hire of passengers by motor vehicle within the Metropolitan District without a certificate of public convenience and necessity issued by this Commission.

2. Transportation for hire of persons between Dulles International Airport, on the one hand, and, on the other, points within the Metropolitan District.
3. Disregard of certain letters from the Commission directing Continental to terminate immediately any unlawful and unauthorized operations.

Executive asked that Continental be ordered to cease and desist from the alleged unlawful and unauthorized operations, and that, if necessary, the Commission institute appropriate judicial proceedings to enforce the sought cease and desist order.

By motion (letter) filed April 27, 1977, Executive sought consolidation for hearing of said complaint with Continental's Application No. 986. By Order No. 1683, served May 6, 1977, and incorporated herein by reference, Executive's motion was granted.

By Application No. 994, filed April 29, 1977, as amended, Executive seeks a certificate of public convenience and necessity pursuant to Title II, Article XII, Section 4(b) of the Compact to transport airline crews and airline employees between Dulles International Airport and National Airport, on the one hand, and, on the other, points in the Metropolitan District, restricted to the transportation of Trans World Airlines (TWA) crew members being transported to or from hotels or motels at which such crew members are being quartered. Executive proposes to provide service with vehicles from its fleet of 10 limousines and a 45-passenger GMC Coach, at per-capita rates.

Executive submitted with its Application No. 994 a request seeking consolidation of its application with Continental's Application No. 986. By Order No. 1680, served May 4, 1977, and incorporated herein by reference, the Commission denied Executive's request and scheduled a public hearing to commence on June 14, 1977.

At the consolidated hearing on Formal Complaint No. 77-2 and Application No. 986, Continental submitted its answer to Executive's complaint. In this answer Continental admits that it has been providing ground transportation service for flight crews of TWA without holding a certificate of public convenience and necessity therefor.

Continental also submitted at the hearing its statement of projected revenues for the year 1977. This statement reflects projected annual revenues for the proposed operations of \$35,000 with corresponding projected before-taxes earnings of \$3,433. Continental's combined statement of financial condition for Douglas Photographers 1/ and Continental as of December 31, 1976,

1/ Vincent and Doris Gibson own and operate Douglas Photographers.

reflects current assets of \$10,559, current liabilities of \$14,184, total assets of \$51,172, total liabilities of \$28,363, and a combined net worth for both businesses of \$22,809. Continental's and Douglas Photographers' combined income statement for the year ended December 31, 1976, reflects net income before taxes of \$22,095.

Three witnesses employed by TWA testified in support of Continental's application. A TWA pilot, assigned intermittently to TWA flights 14 and 19, testified that he was currently flying into Dulles approximately seven times a month. He testified that he had used Continental's limousine service to the Gramercy Inn on several occasions during the last eight months and had found it to be absolutely satisfactory. The pilot further testified that prior to using Continental's services, he had used the limousine service of Executive on several occasions during the preceeding 18 months. He testified that he was not satisfied with Executive's services because that carrier's vehicles were not always on time, occasionally broke down, and on one occasion contained engine fumes. One of Executive's drivers often did not give full time and attention to his driving and made unscheduled stops. The pilot further testified that he had made no written complaint to Executive at any time.

In addition to the TWA pilot, two TWA cabin attendants assigned intermittently to domestic flights 14 and 19 testified in behalf of Continental's application. One cabin attendant, who currently flies into Dulles approximately six times a month, testified that she had been using Continental's service to and from the Shoreham Americana and found it satisfactory. Prior to that, she had used Executive's service and was not happy with it because the limousine's windows did not roll down, the air-conditioner did not work, and there were holes in the carpet. She further testified that she preferred Continental's per-capita one-way charge of \$2.50 to Executive's minimum limousine charter charge.

The other TWA cabin attendant testified that she had flown into Dulles approximately 40 times in the last 11 years. She further testified that with the exception of the last month in which she had used Continental for six or seven trips, she had used Executive's limousine service. She generally agreed with the testimony of the other cabin attendant that Executive's service was unsatisfactory in some respects.

Continental called as a witness a representative of the Simms Insurance Agency. This representative testified that the insurance coverage on Continental's vehicles exceeded the amount of coverage required by Commission Regulation 62.

Continental's accountant testified at the hearing that Continental's financial health was best represented in the statement of financial condition as of December 31, 1976. He testified that, since the current assets were less than the current liabilities, Continental does not have significant

borrowing power, but that he has seen applicant's photography business grow over the years and believes that applicant's overall financial position is healthy.

At the hearing Doris Gibson, applicant's wife and business manager, testified that she keeps applicant's books and occasionally drives one of applicant's limousines. She further testified that Continental has been transporting TWA flight crews continually since November 1, 1976, despite receiving letters and verbal advice from the Executive Director of the Commission, in November and December, 1976, that Continental should cease and desist from operating until it is issued a certificate by this Commission. Mrs. Gibson testified that the reasons Continental has not ceased operating are that it purchased two vehicles after being approached to service the TWA crews; that it spent a significant sum of money to obtain insurance; and that it hoped that it would have a fast solution to the problem.

Vincent Ferguson Gibson also testified at the hearing. He testified that Continental has a contract with the Federal Aviation Administration which purports to authorize Continental to operate its vehicles at Dulles airport, transporting the flight crews in and out of the airport itself, and going out on the airdrome to the point of flight crew disembarkment. 2/ Mr. Gibson also testified that Continental currently has two 15-passenger vans which are used to transport TWA crews between Dulles and the above-named hotels. According to Mr. Gibson, one van operates seven days a week and the other van operates six days a week. Mr. Gibson testified that he knew of the existence of this Commission in October or November, 1976, when Continental first began its TWA operations. He further testified that in October or November, 1976, he knew that Continental would be required to have a certificate of public convenience and necessity from this Commission before it could lawfully commence or continue its TWA operations.

Protestant Executive holds WMATC Certificate of Public Convenience and Necessity No. 18. Its president testified that for approximately eight years Executive has provided transportation service for TWA crews and employees to various authorized hotels. On November 1, 1976, when Executive's limousine arrived at the Shoreham Americana 3/ to pick up regularly-scheduled TWA crew members, Executive was informed by Continental that Continental had a contract from TWA (sic) to pick up the crews of TWA flight Nos. 14 and 19. Executive's president further testified that, prior to that time, Executive had not been told by TWA not to pick up these crews. He asserted that Executive was still transporting other TWA flight crews, but that Executive had lost substantial revenue as a result of not being allowed to transport the large crews of flights 14 and 19.

2/ A copy of this contract was admitted into evidence.

3/ Certificate No. 18 does not authorize special operations to or from the Shoreham Americana.

Executive's president testified that in January, 1977, Executive added three new 11-passenger 1976 limousines to its fleet. These limousines contain leather seats, an elaborate air-conditioning system, and ample luggage space. In addition to these limousines, Executive has recently added to its fleet a 14-passenger, 1977 van and has rebuilt its 45-passenger 1962 motor coach.

Executive's president further testified that Executive was ready to provide all the service TWA needed. Executive's president admitted, however, that it did not have special operations authority under Certificate No. 18 to serve the Gramercy and Shoreham Americana hotels. Executive, however, may serve these points in charter operations, pursuant to a contract with TWA.

On June 10, 1977, Continental filed a motion to intervene and postpone the hearing in Application No. 994. At the hearing on June 14, 1977, the Administrative Law Judge read the order of the majority of the Commission denying Continental's motion. 4/

At the hearing, TWA's manager of customer service testified that he had used Executive's service on occasion and found it to be good. He asserted that TWA was anxious that Executive's services be continued; that he had no recollection of receiving a complaint from TWA employees concerning Executive's service; and that he had checked TWA's records and found no complaints concerning Executive's service. He pointed out, furthermore, that unlike other airlines which hire limousine service directly, TWA, on its domestic crews only, does not charter the vehicle itself except for non-routine operational reasons but, rather, pays a pro-rata equivalent in the form of a per diem allowance to its individual crew members who, in turn, pay the limousine service. To the extent a crew member may be required to pay a limousine service less than the per diem allowance for this purpose, he may pocket the difference.

The verified statement of a TWA cabin attendant was accepted into evidence at the hearing. This cabin attendant had used Executive's service in Washington for seven years and had found it satisfactory. She indicated a willingness to pay Executive's proposed fare of \$3 provided the TWA flight crews would have exclusive use of Executive's limousines.

Executive's president testified at the hearing. He submitted his testimony in the form of an affidavit which generally summarized his oral testimony at the hearing held on June 1, 1977, on Application No. 986 and Formal Complaint No. 77-2. Executive's president also testified that between September and November, 1976, Executive had received complaints from TWA flight crew employees concerning air-conditioning, engine fumes, and one of its drivers. He pointed out that Executive had taken corrective measures

4/ See Transcript, pages 7-9.

including adding three new 1976 limousines to its fleet and refurbishing other vehicles. He indicated that he would transfer the driver assigned to TWA flight crew transportation should Executive receive complaints concerning his driving.

According to Executive's president, Executive's per capita one-way fare would be \$3 to or from Dulles and \$2 to or from National with a minimum vehicle charge of \$16 to or from Dulles and \$4 to or from National.

Executive submitted at the hearing its statement of projected revenue from the proposed services for a one-year period. This statement reflects projected annual revenues of \$64,440 with corresponding earnings before taxes of \$6,636. Executive's statement of financial condition as of December 31, 1976, reflects current assets of \$43,280, total assets of \$87,290, current liabilities of \$8,090, total liabilities of \$14,730, and total equity of \$72,560.

On July 22, 1977, Continental filed Application No. 1006 seeking temporary authority to transport TWA flight crews, in special operations, over irregular routes, between Dulles International Airport, Chantilly, Va., on the one hand, and, on the other, the Shoreham Americana Hotel, 2500 Calvert Street, N. W., and the Gramercy Inn, 1616 Rhode Island Avenue, N. W., both in the District of Columbia, restricted to service in vehicles with a seating capacity of 15 passengers or less including the driver. By Order No. 1734, served August 5, 1977, and incorporated herein by reference, Continental was granted temporary authority.

On June 27, 1977, Continental filed a petition to reopen and consolidate for decision Application Nos. 986 and 994 and Formal Complaint No. 77-2, Docket Nos. 366,371 and 373 respectively. That motion shall be disposed of below.

DISCUSSION AND CONCLUSIONS

The Commission must initially make a determination on Continental's motion to reopen and consolidate for decision. Continental seeks to reopen the record for the following purposes:

1. To supplement the record herein with various petitions, affidavits, and correspondence;
2. To supplement the record in Application No. 986 and Formal Complaint No. 77-2 with the hearing transcript and record in Application No. 994;
3. To receive additional live testimony and exhibits so as to cure alleged procedural defects as described below;

4. To consolidate all the proceedings herein for decision; and
5. To obtain a recommended decision from the presiding Administrative Law Judge, and, if necessary, to be permitted to file exceptions and present oral argument to a majority of the Commission.

Continental's motion to supplement Docket Nos. 366, 371, and 373 with various petitions, affidavits, and correspondence shall be denied. Continental had ample opportunity during the hearings on Application No. 986 and Formal Complaint No. 77-2 to present documentary evidence. Insofar as Application No. 994 is concerned, Continental did not file a timely protest and accordingly is not a party therein. Furthermore, as discussed supra, Continental's motion to intervene in Application No. 994 was denied by the Commission at the hearing held on June 14, 1977. Moreover, the documents Continental seeks to have placed in the record, in the absence of qualified sponsoring witnesses, constitute inadmissible hearsay. Continental's motion to reopen the records to receive additional live testimony relating to the documents it seeks to have placed in the record shall be denied for the reasons set out above and because the records contain ample evidence on which to base our decision herein.

Continental's motion to supplement the record and consolidate for decision Application No. 986 and Formal Complaint No. 77-2 with Application No. 994 shall be granted. There are common questions of law and fact in all three proceedings which warrant consolidation for decision.

Continental's allegation that the notice provisions of Rule 6-01 were violated in Docket Nos. 366 and 373 is without merit. Continental contends that Order No. 1683, served May 6, 1977, which consolidated Docket No. 373 with Docket No. 366 for hearing on May 25, 1977, did not comply with the 25-day requirement of Rule 6-01. Rule 6-01 states in pertinent part that: ". . . notice shall be given to the parties not less than twenty-five (25) days prior to the date of hearing . . . unless the Commission otherwise by order provides." (Emphasis supplied.) By Order No. 1683, the Commission properly ordered a hearing to commence on May 25, 1977, thereby complying fully with Rule 6-01. Moreover, the very same issues involved in Formal Complaint No. 77-2 would have been raised in connection with applicant's fitness in Application No. 986.

Continental's allegation that it received no notice of Executive's amendment, filed June 8, 1977, to Application No. 994, while true, fails to require any remedial action. 5/ As discussed, supra, Continental, as of

5/ By letter filed June 8, 1977, Executive amended its Application No. 994 to include the following restriction: "restricted to the transportation of Trans World Airlines crew members being transported to or from hotels or motels at which such crew members are being quartered."

June 8, 1977, was not a protestant in this proceeding. Furthermore, Continental's subsequent motion to intervene was denied. Accordingly, neither Executive nor the Commission had any duty to serve Continental with the proposed amendment. Moreover, Continental had notice of the original application; and the amendment thereto, being restrictive in nature, required no additional service or publication.

Continental's motion to require a recommended decision, exceptions, and further oral argument before the Commission shall also be denied. Rule 25-01 provides that: "A proceeding shall stand submitted for decision by the Commission after taking of evidence, and the filings of such briefs or the presentation of such oral argument as may have been prescribed by the Commission or the presiding officer." This case has been submitted for decision, and neither the Compact nor our rules of procedure delegate decision-making responsibility to the Administrative Law Judge.

Continental's allegation that due process of law requires the preparation of a recommended decision from the Administrative Law Judge is also without merit. Continental has had a full and fair hearing, and although the Commission has delegated the responsibility of presiding at the hearings to the Administrative Law Judge, we, the Commissioners, have considered and reviewed the evidence herein. See Morgan v. United States, 298 U.S. 468, 481; 56 S.Ct. 906, 912 (1936).

Turning now to the substantive issues at hand, we note that the findings to be made by the Commission, after hearing, with respect to an application for a certificate of public convenience and necessity are set forth in Title II, Article XII, Section 4(b) of the Compact. Essentially, the Commission must make two separate findings. First, the applicant must be "fit, willing and able to perform the proposed transportation properly and to conform to the provisions of the Compact and the rules, regulations and requirements of the Commission thereunder." Second, the proposed transportation "must be or will be required" by the public convenience and necessity.

A finding of compliance fitness is a prerequisite under the Compact to the grant of the authority sought herein. This requirement is not designed to punish an applicant for its past behavior. Instead, its purpose is to ensure an applicant's willingness and ability to conduct its operations in a lawful manner consistent with the public interest.

In determining an applicant's fitness to comply, the Commission considers the following factors: (1) the nature and extent of past violations; (2) the mitigating circumstances, if any, shown to exist or to have existed; (3) whether applicant's conduct represents a flagrant and persistent disregard of the provisions of the Compact; (4) whether the applicant has made a sincere effort to correct its past mistakes; and (5) whether the applicant has demonstrated its willingness and ability to comport in the future with the applicable rules and regulations.

The Commission, weighing the evidence of record in light of the above-referenced considerations, finds that Continental is not fit to perform the proposed transportation properly and to conform to the provisions of the Compact. Continental's answer and the testimony of its witnesses reveal that Continental had been providing transportation for hire of TWA flight crews in the Metropolitan District without an appropriate certificate of public convenience and necessity between November 1, 1976, and August 15, 1977, the effective date of the temporary authority granted by Order No. 1734, served August 5, 1977, to transport TWA flight crews to certain designated hotels in the Metropolitan District. 6/ The evidence further shows that Continental was advised by this Commission in November, 1976, that it was unlawful for Continental to provide such services to TWA absent a grant of proper authority. Continental, however, with full knowledge of the illegality of its actions, continued to engage in the for-hire transportation of TWA flight crews, completely disregarding the admonitions against so doing.

At first glance it might appear that there exist some mitigating circumstances for Continental's initial violations of the Compact. The evidence reveals that certain TWA flight crew members were dissatisfied with the services of Executive and were eager to use Continental's services. Continental, which was approached by a TWA representative to provide service, purchased vans and insurance in order to provide the service. Continental negotiated and entered into a contract with the Federal Aviation Administration. The fact remains, however, that Continental knew almost from the beginning of its TWA operations that its actions were unlawful and should be curtailed. Continental was advised by this Commission that its actions were unlawful, and rather than comply with Commission directives to cease operations, Continental continued to operate and invest capital at its own risk.

Continental has failed to make a sincere effort to correct its past mistakes. It freely admitted at the hearing that it was knowingly performing illegal operations for TWA flight crews. Continental gave no indication that it would cease operations until it received authority from this Commission to perform the services. Indeed, Vincent Ferguson Gibson acknowledged at the hearing that he had not even read the provisions of the Compact despite being provided a copy thereof. Clearly, Continental made no effort either to rectify its past mistakes or to discharge the burden imposed on every carrier or applicant before this Commission to become familiar with the regulatory requirements of the Commission and to abide thereby. To the contrary, Continental's actions evidence a firm determination to flout the provisions of the Compact. Furthermore, the Commission does not consider Continental's belated application for temporary authority as a sincere effort to correct its past mistakes. No evidence has been submitted that Continental ceased operations until it was granted temporary authority to operate from this Commission.

6/ The issue of fitness in that proceeding was specifically reserved.

Applicant has failed to demonstrate its willingness and ability to comport in the future with the provisions of the Compact and the Commission's applicable rules and regulations. Continental's record to date in the TWA operation consists of knowing, willful, and flagrant violations of the Compact. Applicant disregarded repeated warnings from this Commission and failed to even read the Compact. Applicant has offered no persuasive evidence to demonstrate its present or future willingness and ability to comply with the pertinent regulatory requirements.

For the above reasons, Continental's application shall be denied, and its temporary authority shall be allowed to expire. Continental shall also be ordered to cease and desist operations between points in the Metropolitan District.

We next turn our attention to Executive's application for a certificate of public convenience and necessity.

The Commission initially finds that Executive is fit to perform the proposed transportation properly and to conform to the provisions of the Compact and the rules, regulations, and requirements of the Commission thereunder. Continental argues in its motion to reopen and consolidate proceedings for decision that Executive transported some TWA flight crew members from Dulles International Airport to a hotel in the Metropolitan District not authorized under Part A (special operations) of its certificate. Executive, on the other hand, contends that any transportation service provided to TWA flight crew members was authorized under either Part A or Part C (charter operations) of its certificate. The evidence of record tends to support its belief in the latter position, especially when Executive's obvious confusion over rates applicable to the subject operations is considered. See the discussion, *infra*, at page 11. In any event, there is no evidence warranting a finding by the Commission that Executive deliberately violated the provisions of the Compact and the rules, regulations, or requirements of the Commission thereunder.

The evidence reveals that there is a difference of opinion among TWA employees as to the quality of Executive's service in the past. However, the evidence further shows that when Executive received complaints concerning its services, Executive took action to correct the situation. It investigated complaints, ordered and obtained new equipment and refurbished other vehicles. Executive's president also testified that he would reassign the complained-of driver to duties other than the transportation of TWA flight crews to assuage the complaints of some crew members.

Executive's statement of financial condition as of December 31, 1976, shows that Executive has the necessary financial ability to provide the proposed service.

The Commission finds that the proposed transportation, restricted to TWA flight crew members, is required by the public convenience and necessity. TWA witnesses who have testified on behalf of Continental's application and on behalf of Executive's application have emphasized the need for the proposed service insofar as TWA flight crews are concerned, but the record fails to establish any need for the transportation of flight crews of other airlines or for other airline employees generally. Moreover, the testimony fails to indicate that users of the service would require transportation to or from hotels other than the Gramercy Inn and the Shoreham Americana. Our grant of authority shall be delimited accordingly.

The final determination to be made by the Commission concerning Executive's application is whether the proposed tariff is "unjust, unreasonable, or unduly preferential or unduly discriminatory either between riders or sections of the Metropolitan District." See Compact, Title II, Article XII, Section 6(a)(2).

The Commission finds Executive's proposed minimum vehicle charges of \$16 from Dulles and \$4 from National to be unjust, unreasonable, unduly discriminatory, and unduly preferential. Executive seeks special operations rights herein, and it is not in the nature of special operations to guarantee the operator a minimum revenue per trip. Furthermore, various groups of TWA riders could very well be charged dissimilar rates for similar transportation service within the Metropolitan District. The Commission shall, therefore, disapprove these minimum vehicle charges. Executive shall be directed to file a new tariff (supplement) containing a rate schedule consistent with these findings.

We next turn our attention to Executive's complaint against Continental. Title II, Article XII, Section 13(c) of the Compact provides as follows:

If, after affording to interested persons reasonable opportunity for hearing, the Commission finds in any investigation . . . that any person has failed to comply with any provision of this act or any requirement established pursuant thereto, the Commission shall issue an appropriate order to compel such person to comply therewith.

The Commission has afforded Continental a full hearing on the matters raised by Executive's complaint. Continental's answer, filed June 1, 1977, admits the fact that it was providing transportation services for TWA flight crew members. The testimony of the witnesses from TWA as well as from Continental, as described in detail above, shows that Continental was transporting for hire persons in the Metropolitan District between November, 1976, and August 15, 1977, without appropriate authority.

The Commission finds that Continental provided transportation for hire of persons within the Metropolitan District without the certificate of public convenience and necessity required by Title II, Article XII, Section 4(a) of the Compact. As set forth above, Continental shall be directed to cease and desist from engaging in transportation subject to the Compact unless and until appropriate authority therefor is issued by this Commission.

The Compact, Title II, Article XII, Section 19(a) provides, in part, that "[a]ll reasonable expenses of any investigation, or other proceeding of any nature, conducted by the Commission, of or concerning any carrier . . . shall be borne by such carrier." By Order No. 1683, served May 6, 1977, and incorporated herein by reference, the Commission determined that the costs of the complaint portion of the consolidated hearing would abide the event. Inasmuch as Executive's complaint was substantiated, and applicant has been found to be a carrier within the meaning of Title II, Article XII, Section 2(a) of the Compact, all costs (\$809.60 less \$350 previously paid) of the consolidated hearing shall be assessed against Continental.

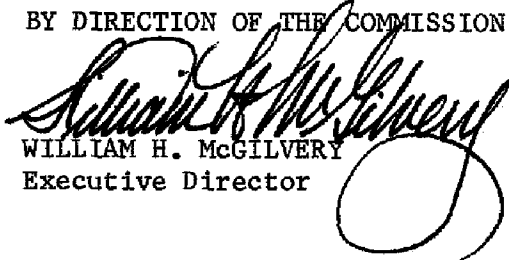
THEREFORE, IT IS ORDERED:

1. That the above-referenced motion of Vincent Ferguson Gibson trading as Continental Limousine Service filed June 27, 1977, except to the extent granted herein, be, and it is hereby, denied.
2. That Application No. 986 of Vincent Ferguson Gibson trading as Continental Limousine be, and it is hereby, denied.
3. That Vincent Ferguson Gibson trading as Continental Limousine be, and is hereby, directed to cease and desist from the transportation for hire of persons between any points in the Metropolitan District, unless and until appropriate authority is in effect therefor.
4. That Vincent Ferguson Gibson trading as Continental Limousine be, and is hereby, directed to deliver the sum of \$459.60 to the office of the Commission, Suite 316, 1625 I Street, N. W., Washington, D. C. 20006, on or before Thursday, November 10, 1977.
5. That Application No. 994 of Executive Limousine Service, Inc., be, and it is hereby, granted, to the extent set forth above.
6. That Executive Limousine Service, Inc., be, and it is hereby, directed to file with the Commission within 20 days from the date of service hereof (a) two copies of an appropriate WMATC tariff or supplement in accordance with Commission Regulation 55 and our findings herein, and (b) a notarized statement of compliance with Commission Regulation 68.

7. That upon compliance with the requirements of the last preceding paragraph, an appropriate certificate of public convenience and necessity shall be reissued.

8. That unless compliance is made by Executive Limousine Service, Inc., as set forth in the second preceding paragraph within 20 days from the date of service hereof, or such further time as may be authorized by the Commission, the grant of authority made herein shall be considered as null and void and the application shall stand denied in its entirety effective upon the expiration of the said compliance time.

BY DIRECTION OF THE COMMISSION:


WILLIAM H. MCGILVERY
Executive Director

WASHINGTON METROPOLITAN AREA TRANSIT COMMISSION

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

NO. 18 *

EXECUTIVE LIMOUSINE SERVICE, INC.

ARLINGTON, VIRGINIA

By Order Nos. 1336, 1343, 1433, 1524, 1647 and 1765 of the Washington Metropolitan Area Transit Commission served June 21 and July 25, 1974, May 25, 1975, March 26, 1976, February 4, and November 1, 1977;

AFTER DUE INVESTIGATION, it appearing that the above-named carrier is entitled to receive authority from this Commission to engage in the transportation of passengers within the Washington Metropolitan Area Transit District as a carrier, for the reasons and subject to the limitations set forth in Order Nos. 1336, 1343, 1433, 1524, 1647, and 1765;

THEREFORE, IT IS ORDERED that the said carrier be, and it is hereby, granted this certificate of public convenience and necessity as evidence of the authority of the holder thereof to engage in transportation as a carrier by motor vehicle; subject, however, to such terms, conditions and limitations as are now, or may hereafter be, attached to the exercise of the privilege granted to the said carrier.

IT IS FURTHER ORDERED that the transportation service to be performed by the said carrier shall be as specified below:

PART A

IRREGULAR ROUTES:

SPECIAL OPERATIONS:

1. Between Dulles International Airport, Chantilly, Virginia, on the one hand, and, on the other, Burlington Hotel, Vermont Avenue at Thomas Circle, N. W., Washington, D. C.; Quality Inn-Capitol Hill, 415 New Jersey Avenue, N. W., Washington, D. C.; L'Enfant Plaza Hotel, 480 L'Enfant Plaza East, S. W., Washington, D. C.; and Hyatt Regency Washington, 400 New Jersey Avenue, N. W., Washington, D. C.
2. Between Dulles International Airport, Chantilly, Virginia, and Washington National Airport, Gravelly Point, Virginia, on the one hand, and, on the other, the Gramercy Inn, 1616 Rhode Island

Avenue, N. W., and the Shoreham Americana Hotel, 2500 Calvert Street, N. W., Washington, D. C.

RESTRICTED in (1) above to limousine service, further restricted in (2) above to the transportation of Trans World Airlines aircraft crews, together with their baggage, and further restricted in (1) and (2) above to the performance of such operations in vehicles with a seating capacity of 15 persons or less (including the driver).

PART B

IRREGULAR ROUTES:

CHARTER OPERATIONS PURSUANT TO CONTRACT to transport Aeroflot-Soviet Airlines aircraft crews, together with their baggage, between Dulles International Airport, Chantilly, Virginia, and Washington National Airport, Gravelly Point, Virginia, on the one hand, and on the other, those points within the District of Columbia and Maryland which are located within the Metropolitan District.

CHARTER OPERATIONS PURSUANT TO CONTRACT to transport Air France Aircraft crews, together with their baggage, between Dulles International Airport, Chantilly, Virginia, on the one hand, and on the other, those points within the District of Columbia and Maryland which are located within the Metropolitan District.

CHARTER OPERATIONS PURSUANT TO CONTRACT to transport British Airways and Royal Air Force aircraft crews, together with their baggage, between Dulles International Airport, Chantilly, Virginia, and Washington National Airport, Gravelly Point, Virginia, on the one hand, and on the other, those points within the District of Columbia and Maryland which are located within the Metropolitan District.

CHARTER OPERATIONS PURSUANT TO CONTRACT to transport Delta Air Lines, Inc., aircraft crews, together with their baggage, between Dulles International Airport, Chantilly, Virginia, on the one hand, and on the other, those points within the District of Columbia and Maryland which are located within the Metropolitan District.

CHARTER OPERATIONS PURSUANT TO CONTRACT to transport Trans World Airlines aircraft crews, together with their baggage, between Dulles International Airport, Chantilly, Virginia, and Washington National Airport, Gravelly Point, Virginia, on the one hand, and on the other, those points within the District of Columbia and Maryland which are located within the Metropolitan District.

CHARTER OPERATIONS:

Between Dulles International Airport, Chantilly, Virginia, on the one hand, and on the other, those points within the District of Columbia and Maryland which are located within the Metropolitan District.

RESTRICTED to the transportation of aircraft crews of supplement airlines or non-tenant scheduled carriers transported pursuant to agreement with Ground Services, Inc.

PART C

CHARTER OPERATIONS:

Between points within the Metropolitan District.

RESTRICTED to the performance of such operations in vehicles having a manufacturer's designed seating capacity of 15 passengers or less (including the driver).

CONDITION: Any charter operations from or to Dulles International Airport or Washington National Airport must be related to a prearranged charter movement by the same party between at least two other points within the Metropolitan District.

IT IS FURTHER ORDERED that to the extent the authority in Part C hereof duplicates the authority in Part B hereof, it shall not be construed as conferring more than a single operating right.

IT IS FURTHER ORDERED that the charter operations pursuant to contract authorized by Part B of this certificate of public convenience and necessity shall be limited to the performance of service pursuant to the respective agreements between Aeroflot-Soviet Airlines, Air France, British Airways, Delta Air Lines, Inc., and Trans World Airlines, Inc., and Executive Limousine Service, Inc., provided, however, that written notice must be filed by the carrier with the Commission within five days of any cancellation or termination of any of the aforementioned agreements, and further provided that any change in or amendment to any of the aforementioned agreements shall be filed with the Commission for approval at least 15 days prior to the proposed effective date of such change or amendment, and further provided that any change or amendment to any of the aforementioned agreements which would involve new authority shall be subject to the provisions of the Washington Metropolitan Area Transit Regulation Compact and the Rules and Regulations of the Commission.

AND IT IS FURTHER ORDERED and made a condition of this certificate that the holder thereof shall render reasonable, continuous and adequate service to the public in pursuance of the authority granted herein, and that failure so to do shall constitute sufficient grounds for suspension, change or revocation of the certificate.

BY DIRECTION OF THE COMMISSION:


WILLIAM H. MCGILVERY
Executive Director

- * This certificate cancels and supercedes Certificate of Public Convenience and Necessity No. 18 as last reissued by Order No. 1647 on February 4, 1977.